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6 URBAN GREEN INVESTMENTS, LLC

7
8 UNITED STATES BANKRUPTCY COURT
9 NORTHERN DISTRICT OF CALIFORNIA
10 SAN FRANCISCO DIVISION
11

12 In re
13 WAUKEEN MCCOY,
14 Debtor.

Case No. 14-30381 HLB
Chapter 11 (Converted from Ch. 13)

15 **DECLARATION OF DAVID P.**
16 **McCLOSKEY IN SUPPORT OF URBAN**
17 **GREEN INVESTMENTS, LLC'S REPLY**
18 **TO DEBTOR'S OPPOSITION TO UGI'S**
19 **MOTION FOR ORDER DIRECTING**
20 **RELEASE OF ESCROWED FUNDS, OR IN**
21 **THE ALTERNATIVE COMPELLING**
22 **DEBTOR TO EXECUTE ESCROW**
23 **CANCELLATION INSTRUCTIONS**

20 Date: November 20, 2014
21 Time: 10:00 a.m.
22 Crtrm: 23
23 Judge: Hon. Hannah L. Blumenstiel
U.S. Bankruptcy Court
235 Pine St., 19th Fl.
San Francisco, CA 94104

24
25 I, David P. McCloskey hereby declare as follows:

26 1. I am the Chief Executive Officer of Urban Green Investments, LLC
27 ("UGI"). I have personal knowledge of the facts stated herein and if called upon to testify as a
28 witness, I could and would testify competently thereto, and as to those matters stated on

76470001/533415v1

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Case No. 14-30381 HLB

DECLARATION OF DAVID P. MCCLOSKEY ISO URBAN GREEN INVESTMENTS, LLC'S

REPLY TO DEBTOR'S OPPOSITION

1 information and belief, I would competently testify to those matter as I believe those matters to be
2 true.

3 2. A true and correct copy of the Contract for the Sale and Purchase of Real
4 Property (the 'Purchase Contract') for the proposed purchase by UGI of property commonly
5 known as 21 Buena Vista Avenue East, San Francisco, California (the "Property") with Waukeen
6 McCoy (the "Debtor") is attached to the October 23, 2014 Declaration of Abram Petersen as
7 Exhibit A. See Docket Entry No. 100. Contract Addendum No. 1 to the Purchase Contract
8 requires at paragraph 1 that "Buyer shall have fifteen days from acceptance to approve all
9 documents, disclosures, and/or inspections pursuant to this contract." At no time did UGI
10 approve this contingency.

11 3. Paragraph 3 of the Contract Addendum No. 1 provides that the "Close of
12 Escrow shall be the later date of (i) 45 days after Acceptance, or (ii) 10 days after the escrow
13 company has confirmed that it has received valid payoff demands, releases, and/or reconveyance
14 documents from all lien holders, and that clear title can be delivered." The sale obviously did not
15 close 45 days after Acceptance, *i.e.*, January 10, 2014 nor did the escrow company ever confirm
16 that clear title could be delivered at the close of escrow.

17 4. At no time had I ever had any conversations with or spoke to Kenneth
18 Page, Craig Lipton or anyone at MF Fund II LP or III LP regarding the sale of the Property or the
19 foreclosure.

20 I declare under penalty of perjury under the laws of the United States of America
21 that the foregoing is true and correct.

22
23 Dated: November 18, 2014

24 
David P. McCloskey, Declarant